



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

November 15, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF AGREEMENT FOR EXCHANGE OF
FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY AND THE CITY OF FULLERTON
(ORANGE COUNTY) (4th DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Find that this Agreement is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the attached Agreement for Exchange of Fire Protection and Rescue Services--Automatic Aid/Initial Action between the Consolidated Fire Protection District of Los Angeles County (District) and the City of Fullerton in Orange County to be effective the day it is approved by your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In accordance with your Honorable Board's policy to have the District pursue mutual aid agreements with other agencies and surrounding counties, we are requesting your Board's approval of an Agreement for Exchange of Fire Protection and Rescue Services--Automatic Aid/Initial Action between the District and the City of Fullerton.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	BRADBURY	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SIGNAL HILL
ARTESIA	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SOUTH EL MONTE
AZUSA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	CERRITOS	EL MONTE	INDUSTRY	LAKEWOOD	NORWALK	ROLLING HILLS	TEMPLE CITY
BELL	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	WALNUT
BELL GARDENS	COMMERCE	GLENDALE	IRVINDALE	LAWDALE	PALOS VERDES ESTATES	ROSEMEAD	WEST HOLLYWOOD
BELLFLOWER	COVINA	HAWAIIAN GARDENS	LA CANADA-FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WESTLAKE VILLAGE
						SANTA CLARITA	WHITTIER

This agreement, informally referred to as a "first-response" form of assistance, will allow the two parties to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries. Additionally, this agreement authorizes the Fire Chiefs to develop and enter into a Memorandum of Understanding (MOU) as a guide for day-to-day operations between the City of Fullerton Fire Department and the District. It also allows them to modify the MOU as changes in conditions occur.

This agreement will enhance services to both agencies since the closest available resource will respond to an incident regardless of jurisdictional boundaries.

FISCAL IMPACT/FINANCING

There are no additional District costs involved in this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement will be effective the day it is approved by your Board and shall remain in effect until terminated by either party.

County Counsel has approved this agreement as to form.

IMPACT ON CURRENT SERVICES OR PROJECTS

This agreement will enhance services to both agencies since the closest available resource will respond to an incident regardless of jurisdictional boundaries.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT:

This agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

CONCLUSION

Upon execution by your Honorable Board, please instruct the Executive Officer, Clerk of the Board to return the following to this office:

- Two (2) copies of the Minute Order and/or this approved letter, as applicable.
- One (1) executed original and two (2) copies of the Agreement for Exchange of Fire Protection and Rescue Services.

Honorable Board of Supervisors
November 15, 2005
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The District will return the executed original agreement to the City of Fullerton.

Respectfully submitted,

A handwritten signature in cursive script that reads "P. Michael Freeman". The signature is written in black ink and is positioned above the printed name.

P. MICHAEL FREEMAN

PMF:ip

Enclosure

1 **AGREEMENT FOR EXCHANGE OF**
2 **FIRE PROTECTION AND RESCUE SERVICES**
3 **AUTOMATIC AID/INITIAL ACTION**
4

5 **THIS AGREEMENT** is made and entered into this ____ day of _____, 2005, by
6 and between the City of Fullerton, hereinafter referred to as "City," and the Consolidated Fire
7 Protection District of Los Angeles County, hereinafter referred to as "District."
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9 **W I T N E S S E T H**

10 WHEREAS, the parties to this agreement provide fire protection, emergency and rescue
11 services within their respective territorial limits; and

12 WHEREAS, it is in the best interest of the citizens of the District and the City to provide
13 that most expeditious response to suppress fires and render emergency and rescue
14 assistance; and

15 WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal
16 exchange of fire, emergency and rescue services on a day-to-day basis; and

17 WHEREAS, this agreement is authorized and provided for by provisions of the Health
18 and Safety and Government Codes of the State of California and acts and statutes of the
19 Federal Government, where applicable.

20 NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto
21 agree as follows:

22 I.

23 The City agrees to provide a designated fire, emergency or rescue response, as
24 determined by the Fire Chiefs of the District and the City, upon request by the District, to that
25 area located within the jurisdiction of the District.

26 II.

27 In return for the service to be provided by the City, the District agrees to provide a
28 designated fire, emergency or rescue response, as determined by the Fire Chiefs of the

1 District and the City, upon request by the City, to that area located within the jurisdiction of the
2 City.

3 III.

4 Upon receipt by the District of an alarm within the jurisdiction of the District, the District,
5 as the jurisdictional department, will dispatch its nearest available and appropriate designated
6 fire, emergency or rescue response to that alarm and also notify the City fire dispatcher who
7 will, in turn, dispatch the agreed-upon response in accordance with Paragraph VI. herein
8 below.

9 IV.

10 Upon receipt by the City of an alarm within the City, the City, as the jurisdictional
11 department, will dispatch its nearest and appropriate designated fire, emergency or rescue
12 response to that alarm and also notify the District fire dispatcher who will, in turn, dispatch the
13 agreed-upon response in accordance with Paragraph VI. hereinbelow.

14 V.

15 The District and the City intend that this agreement will provide mutual benefits to all
16 parties and herein authorize the Fire Chiefs of the District and the City to revise any
17 designated areas or types of response periodically as may be dictated by changing conditions
18 and the requirements of mutual benefits to all parties. It is agreed that substantial reductions
19 of fire protection and/or emergency medical forces by either agency shall be cause for
20 reconsideration of this agreement.

21 VI.

22 Details as to amounts and types of assistance to be dispatched, methods of dispatching
23 and communications, training programs and procedures, methods of requesting aid, and the
24 names of persons authorized to send and receive such requests, together with lists of
25 equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the
26 District and the City. Such details shall be recorded in a Memorandum of Understanding and
27 signed by both Fire Chiefs of the District and the City.

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VII.

In those instances where the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the aiding department. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional fire department. It is further agreed that the aiding department will be released from the scene as soon as practical by the jurisdictional fire department.

VIII.

It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire, emergency and/or rescue service within any part of its own jurisdiction and that the aiding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

IX.

This agreement shall not be construed as or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

X.

No party furnishing aid pursuant to this agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the respective covenants contained in this agreement shall constitute the sole consideration for such services.

XI.

Each of the parties hereto is a public entity, as defined by Section 895 of the Government Code. It is mutually understood and agreed that, in accordance with the provisions of Section 850.6 of the Government Code, the party requesting assistance is not required to indemnify the party furnishing assistance as to any liability or damage imposed by

1 law upon the assisting party by reason of any act or omission of its employees occurring in the
2 performance of the service. The requesting party shall be responsible only for the acts of the
3 employees of the responding party performed at the scene of the emergency and performed at
4 the specific direction of an employee of the requesting party. In the event of a third-party loss
5 caused by the acts or omissions of both parties, the ultimate financial responsibility of each
6 party shall be in accordance with its percentage of fault or as may otherwise be mutually
7 agreed between them.

8 XII.

9 This agreement shall remain operative and effective until participation is terminated by
10 either party. It is further agreed that either party may terminate the agreement at any time by
11 giving written notice to the other party at least thirty (30) days prior to the date of termination.

12 XIII.

13 It is mutually understood that this agreement will in no way affect or have any bearing
14 on the existing Uniform Mutual Assistance Agreement for Fire Protection and Rescue
15 Services, which is between the District and the City, nor will this agreement affect or have any
16 bearing on the existing California Master Mutual Aid Agreement.

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1 **IN WITNESS WHEREOF**, this agreement has been executed by each party on the day
2 and year written below, and is effective and operative upon the date that it is fully executed by
3 both parties, whichever date of execution by either party is later.

4 **CONSOLIDATED FIRE PROTECTION**
5 **DISTRICT OF LOS ANGELES COUNTY**

6 **CITY OF FULLERTON**

7 By _____
8 Chair, Board of Supervisors

9 By  _____
10 Mayor, Shawn Nelson

11 DATE _____

12 DATE 10-18-05

13 **ATTEST:**

14 **ATTEST:**

15 VIOLET VARONA-LUKENS
16 Executive Officer-Clerk of
17 The Board of Supervisors

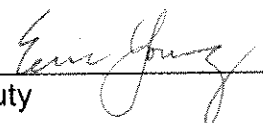
18 By _____
19 Deputy

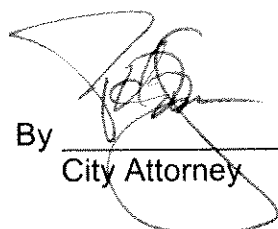
20 By  _____
21 City Clerk

22 **APPROVED AS TO FORM:**

23 **APPROVED AS TO FORM:**

24 RAYMOND G. FORTNER, JR.
25 County Counsel

26 By  _____
27 Deputy

28 By  _____
 City Attorney